

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Thomas M. Cerabino
Chairman
Willkie Farr & Gallagher LLP
787 Avenue of the Americas
New York, NY 10019

Re: Further Clarification Requested regarding Willkie Farr & Gallagher's LLP Agreement with the Trump Administration

Dear Mr. Cerabino:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the “May 8 Response”), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$100 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump’s promise to refrain from issuing an Executive Order targeting your firm (the “**Willkie Farr agreement**”).

Your May 8 Response states that the **Willkie Farr agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Willkie Farr agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: “I think part of the way I’ll spend some of the money that we’re getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we’ll be dealing with [in tariff negotiations].”¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to “take all appropriate action to create a mechanism to provide legal resources and indemnification” to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to “include

¹ Melissa Quinn, *Trump Suggests Using Law Firms That Pledged Pro Bono Services to Help U.S. in Tariff Talks*, CBS News, Apr. 10, 2025, available at <https://www.cbsnews.com/news/trump-suggests-using-law-firms-that-pledged-pro-bono-services-to-help-u-s-in-tariff-talks/>

the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$100 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Willkie Farr agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Willkie Farr** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Willkie Farr** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Willkie Farr agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **Willkie Farr agreement** are

² Donald J. Trump, *Strengthening and Unleashing America’s Law Enforcement to Pursue Criminals and Protect Innocent Citizens*, Apr. 28, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/04/strengthening-and-unleashing-americas-law-enforcement-to-pursue-criminals-and-protect-innocent-citizens/>

³ See, e.g., Mike Scarcella and Sara Merken, *Trump Executive Order Seeks Law Firms to Defend Police Officers for Free*, Reuters, Apr. 29, 2025.

⁴ Federal anti-bribery law prohibits anyone from “corruptly giv[ing], offer[ing], or promis[ing] anything of value to any public official” with the intent to influence their official actions. 18 U.S.C. § 201(b)(1). State statutes in the states in which you operate and are headquartered similar prohibit giving benefits of value to public officials with the intent to influence their official actions. See, e.g., New York Penal Code § 200.03.

⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

grossly unconstitutional and illegal. We urge you to publicly disavow President Trump's interpretation of your agreement.

To help us better understand how you and your law firm view the **Willkie Farr agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

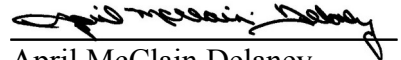
1. Do you believe that President Trump has accurately described the terms of the **Willkie Farr agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Willkie Farr** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Willkie Farr** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Willkie Farr agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Willkie Farr** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Willkie Farr agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Willkie Farr agreement**, **Willkie Farr** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Willkie Farr agreement** and publicly disavow any and all terms that the President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'D' followed by a series of loops and a long horizontal stroke.

Dave Min
Member of Congress

A handwritten signature in black ink, appearing to read 'April McClain Delaney' with a decorative flourish at the end.

April McClain Delaney
Member of Congress

A handwritten signature in blue ink, reading 'Rashida Tlaib' in a cursive script.

Rashida Tlaib
Member of Congress

A handwritten signature in black ink, reading 'Frank Pallone, Jr.' with a large, stylized 'F' and a trailing flourish.

Frank Pallone, Jr.
Member of Congress

A handwritten signature in blue ink, reading 'Sylvia R. Garcia' in a cursive script.

Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Jeremy London
Managing Partner
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001

Re: Further Clarification Requested regarding Skadden, Arps, Slate, Meagher & Flom’s LLP Agreement with the Trump Administration

Dear Mr. London:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the “May 8 Response”), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$100 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump’s promise to refrain from issuing an Executive Order targeting your firm **and the termination of the Equal Employment Opportunity Commission (EEOC) investigation of your firm** (the “**Skadden agreement**”).

Your May 8 Response states that the **Skadden agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Skadden agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: “I think part of the way I’ll spend some of the money that we’re getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we’ll be dealing with [in tariff negotiations].”¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to “take all appropriate action to create a mechanism to provide legal resources and indemnification” to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to “include

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the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$100 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Skadden agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Skadden** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Skadden** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Skadden agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms

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⁴ Federal anti-bribery law prohibits anyone from “corruptly giv[ing], offer[ing], or promis[ing] anything of value to any public official” with the intent to influence their official actions. 18 U.S.C. § 201(b)(1). State statutes in the states in which you operate and are headquartered similar prohibit giving benefits of value to public officials with the intent to influence their official actions. See, e.g., New York Penal Code § 200.03.

⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

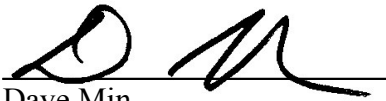
that presumably prompted the **Skadden agreement** are grossly unconstitutional and illegal. We urge you to publicly disavow President Trump's interpretation of your agreement.

To help us better understand how you and your law firm view the **Skadden agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

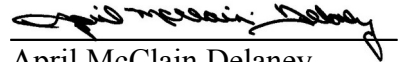
1. Do you believe that President Trump has accurately described the terms of the **Skadden agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Skadden** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Skadden** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Skadden agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Skadden** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Skadden agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Skadden agreement**, **Skadden** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Skadden agreement** and publicly disavow any and all terms that the President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

A black ink signature of Dave Min, consisting of a stylized 'D' followed by a series of loops.

Dave Min
Member of Congress

A black ink signature of April McClain Delaney, written in a cursive style.

April McClain Delaney
Member of Congress

A blue ink signature of Rashida Tlaib, written in a cursive style.

Rashida Tlaib
Member of Congress

A black ink signature of Frank Pallone, Jr., written in a cursive style.

Frank Pallone, Jr.
Member of Congress

A blue ink signature of Sylvia R. Garcia, written in a cursive style.

Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Alden Millard
Chair, Simpson Thacher's Executive Committee
Simpson Thacher & Bartlett LLP
425 Lexington Avenue,
New York, NY 10017

Re: Further Clarification Requested regarding Simpson Thacher & Bartlett's LLP Agreement with the Trump Administration

Dear Mr. Millard:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the "May 8 Response"), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$125 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump's promise to refrain from issuing an Executive Order targeting your firm **and the termination of the Equal Employment Opportunity Commission (EEOC) investigation of your firm** (the "**Simpson Thacher agreement**").

Your May 8 Response states that the **Simpson Thacher agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Simpson Thacher agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: "I think part of the way I'll spend some of the money that we're getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we'll be dealing with [in tariff negotiations]."¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to "take all appropriate action to create a mechanism to provide legal resources and indemnification" to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to "include

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the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$125 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Simpson Thacher agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Simpson Thacher** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Simpson Thacher** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Simpson Thacher agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **Simpson Thacher**

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⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

agreement are grossly unconstitutional and illegal. We urge you to publicly disavow President Trump's interpretation of your agreement.

To help us better understand how you and your law firm view the **Simpson Thacher agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

1. Do you believe that President Trump has accurately described the terms of the **Simpson Thacher agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Simpson Thacher** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Simpson Thacher** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Simpson Thacher agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Simpson Thacher** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Simpson Thacher agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Simpson Thacher agreement**, **Simpson Thacher** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
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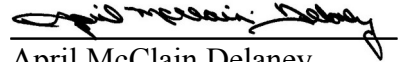
As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Simpson Thacher agreement** and publicly disavow any and all terms that the

President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

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Dave Min
Member of Congress

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April McClain Delaney
Member of Congress

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Rashida Tlaib
Member of Congress

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Frank Pallone, Jr.
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Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Brad S. Karp
Managing Partner
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Re: Further Clarification Requested regarding Paul, Weiss, Rifkind, Wharton & Garrison's LLP Agreement with the Trump Administration

Dear Mr. Karp:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the “May 8 Response”), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$40 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump’s promise to refrain from issuing an Executive Order targeting your firm (the “**Paul Weiss agreement**”).

Your May 8 Response states that the **Paul Weiss agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Paul Weiss agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: “I think part of the way I’ll spend some of the money that we’re getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we’ll be dealing with [in tariff negotiations].”¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to “take all appropriate action to create a mechanism to provide legal resources and indemnification” to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to “include

¹ Melissa Quinn, *Trump Suggests Using Law Firms That Pledged Pro Bono Services to Help U.S. in Tariff Talks*, CBS News, Apr. 10, 2025, available at <https://www.cbsnews.com/news/trump-suggests-using-law-firms-that-pledged-pro-bono-services-to-help-u-s-in-tariff-talks/>

the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$40 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Paul Weiss agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Paul Weiss** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Paul Weiss** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Paul Weiss agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **Paul Weiss agreement** are grossly

² Donald J. Trump, *Strengthening and Unleashing America’s Law Enforcement to Pursue Criminals and Protect Innocent Citizens*, Apr. 28, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/04/strengthening-and-unleashing-americas-law-enforcement-to-pursue-criminals-and-protect-innocent-citizens/>

³ See, e.g., Mike Scarcella and Sara Merken, *Trump Executive Order Seeks Law Firms to Defend Police Officers for Free*, Reuters, Apr. 29, 2025.

⁴ Federal anti-bribery law prohibits anyone from “corruptly giv[ing], offer[ing], or promis[ing] anything of value to any public official” with the intent to influence their official actions. 18 U.S.C. § 201(b)(1). State statutes in the states in which you operate and are headquartered similar prohibit giving benefits of value to public officials with the intent to influence their official actions. See, e.g., New York Penal Code § 200.03.

⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

unconstitutional and illegal. We urge you to publicly disavow President Trump's interpretation of your agreement.

To help us better understand how you and your law firm view the **Paul Weiss agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

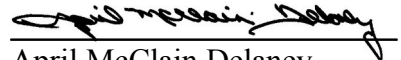
1. Do you believe that President Trump has accurately described the terms of the **Paul Weiss agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Paul Weiss** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Paul Weiss** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Paul Weiss agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Paul Weiss** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Paul Weiss agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Paul Weiss agreement**, **Paul Weiss** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Paul Weiss agreement** and publicly disavow any and all terms that the President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Min", written over a horizontal line.

Dave Min
Member of Congress

A handwritten signature in black ink, appearing to read "April McClain Delaney", written over a horizontal line.

April McClain Delaney
Member of Congress

A handwritten signature in blue ink, appearing to read "Rashida Tlaib", written over a horizontal line.

Rashida Tlaib
Member of Congress

A handwritten signature in black ink, appearing to read "Frank Pallone, Jr.", written over a horizontal line.

Frank Pallone, Jr.
Member of Congress

A handwritten signature in blue ink, appearing to read "Sylvia R. Garcia", written over a horizontal line.

Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Scott A. Edelman
Chairman
Milbank LLP
55 Hudson Yards
New York, NY 10001

Re: Further Clarification Requested regarding Milbank's LLP Agreement with the Trump Administration

Dear Mr. Edelman:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the "May 8 Response"), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$100 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump's promise to refrain from issuing an Executive Order targeting your firm **and the termination of the Equal Employment Opportunity Commission (EEOC) investigation of your firm** (the "**Milbank agreement**").

Your May 8 Response states that the **Milbank agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Milbank agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: "I think part of the way I'll spend some of the money that we're getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we'll be dealing with [in tariff negotiations]." ¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to "take all appropriate action to create a mechanism to provide legal resources and indemnification" to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to "include the use of private-sector pro bono assistance for such law enforcement officers." ² As it has been

¹ Melissa Quinn, *Trump Suggests Using Law Firms That Pledged Pro Bono Services to Help U.S. in Tariff Talks*, CBS News, Apr. 10, 2025, available at <https://www.cbsnews.com/news/trump-suggests-using-law-firms-that-pledged-pro-bono-services-to-help-u-s-in-tariff-talks/>

widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$100 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Milbank agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Milbank** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Milbank** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Milbank agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **Milbank agreement** are grossly unconstitutional and illegal. We urge you to publicly disavow President Trump’s interpretation of your agreement.

² Donald J. Trump, *Strengthening and Unleashing America’s Law Enforcement to Pursue Criminals and Protect Innocent Citizens*, Apr. 28, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/04/strengthening-and-unleashing-americas-law-enforcement-to-pursue-criminals-and-protect-innocent-citizens/>

³ See, e.g., Mike Scarcella and Sara Merken, *Trump Executive Order Seeks Law Firms to Defend Police Officers for Free*, Reuters, Apr. 29, 2025.

⁴ Federal anti-bribery law prohibits anyone from “corruptly giv[ing], offer[ing], or promis[ing] anything of value to any public official” with the intent to influence their official actions. 18 U.S.C. § 201(b)(1). State statutes in the states in which you operate and are headquartered similar prohibit giving benefits of value to public officials with the intent to influence their official actions. See, e.g., New York Penal Code § 200.03.

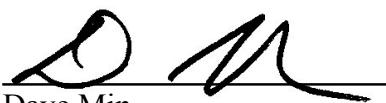
⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

To help us better understand how you and your law firm view the **Milbank agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

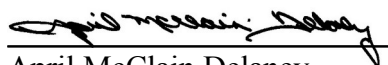
1. Do you believe that President Trump has accurately described the terms of the **Milbank agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Milbank** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Milbank** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Milbank agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Milbank** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Milbank agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Milbank agreement**, **Milbank** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Milbank agreement** and publicly disavow any and all terms that the President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Rashida Tlaib
Member of Congress



Frank Pallone, Jr.
Member of Congress



Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Richard M. Trobman
Chair and Managing Partner
Latham & Watkins LLP
Time-Life Building, 1271 6th Ave
New York, NY 10020

Re: Further Clarification Requested regarding Latham & Watkins' LLP Agreement with the Trump Administration

Dear Mr. Trobman:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the “May 8 Response”), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$125 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump’s promise to refrain from issuing an Executive Order targeting your firm **and the termination of the Equal Employment Opportunity Commission (EEOC) investigation of your firm** (the “**Latham agreement**”).

Your May 8 Response states that the **Latham agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Latham agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: “I think part of the way I’ll spend some of the money that we’re getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we’ll be dealing with [in tariff negotiations].”¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to “take all appropriate action to create a mechanism to provide legal resources and indemnification” to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to “include the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been

¹ Melissa Quinn, *Trump Suggests Using Law Firms That Pledged Pro Bono Services to Help U.S. in Tariff Talks*, CBS News, Apr. 10, 2025, available at <https://www.cbsnews.com/news/trump-suggests-using-law-firms-that-pledged-pro-bono-services-to-help-u-s-in-tariff-talks/>

widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$125 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Latham agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Latham** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Latham** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Latham agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **Latham agreement** are grossly unconstitutional and illegal. We urge you to publicly disavow President Trump’s interpretation of your agreement.

² Donald J. Trump, *Strengthening and Unleashing America’s Law Enforcement to Pursue Criminals and Protect Innocent Citizens*, Apr. 28, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/04/strengthening-and-unleashing-americas-law-enforcement-to-pursue-criminals-and-protect-innocent-citizens/>

³ See, e.g., Mike Scarcella and Sara Merken, *Trump Executive Order Seeks Law Firms to Defend Police Officers for Free*, Reuters, Apr. 29, 2025.

⁴ Federal anti-bribery law prohibits anyone from “corruptly giv[ing], offer[ing], or promis[ing] anything of value to any public official” with the intent to influence their official actions. 18 U.S.C. § 201(b)(1). State statutes in the states in which you operate and are headquartered similar prohibit giving benefits of value to public officials with the intent to influence their official actions. See, e.g., New York Penal Code § 200.03.

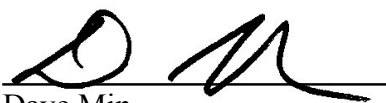
⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

To help us better understand how you and your law firm view the **Latham agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

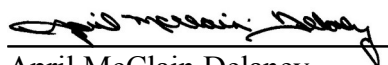
1. Do you believe that President Trump has accurately described the terms of the **Latham agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Latham** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Latham** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Latham agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Latham** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Latham agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Latham agreement**, **Latham** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Latham agreement** and publicly disavow any and all terms that the President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

A stylized black ink signature consisting of a large 'D' followed by a series of loops.

Dave Min
Member of Congress

A black ink signature in cursive script.

April McClain Delaney
Member of Congress

A blue ink signature in cursive script.

Rashida Tlaib
Member of Congress

A black ink signature in cursive script.

Frank Pallone, Jr.
Member of Congress

A blue ink signature in cursive script.

Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Jon A Ballis
Chairman
Kirkland & Ellis LLP
333 W Wolf Point Plaza
Chicago, IL 60654

Re: Further Clarification Requested regarding Kirkland & Ellis' LLP Agreement with the Trump Administration

Dear Mr. Ballis:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the “May 8 Response”), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$125 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump’s promise to refrain from issuing an Executive Order targeting your firm **and the termination of the Equal Employment Opportunity Commission (EEOC) investigation of your firm** (the “**Kirkland agreement**”).

Your May 8 Response states that the **Kirkland agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Kirkland agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: “I think part of the way I’ll spend some of the money that we’re getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we’ll be dealing with [in tariff negotiations].”¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to “take all appropriate action to create a mechanism to provide legal resources and indemnification” to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to “include the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been

¹ Melissa Quinn, *Trump Suggests Using Law Firms That Pledged Pro Bono Services to Help U.S. in Tariff Talks*, CBS News, Apr. 10, 2025, available at <https://www.cbsnews.com/news/trump-suggests-using-law-firms-that-pledged-pro-bono-services-to-help-u-s-in-tariff-talks/>

widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$125 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Kirkland agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Kirkland** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Kirkland** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Kirkland agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **Kirkland agreement** are grossly

² Donald J. Trump, *Strengthening and Unleashing America’s Law Enforcement to Pursue Criminals and Protect Innocent Citizens*, Apr. 28, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/04/strengthening-and-unleashing-americas-law-enforcement-to-pursue-criminals-and-protect-innocent-citizens/>

³ See, e.g., Mike Scarcella and Sara Merken, *Trump Executive Order Seeks Law Firms to Defend Police Officers for Free*, Reuters, Apr. 29, 2025.

⁴ Federal anti-bribery law prohibits anyone from “corruptly giv[ing], offer[ing], or promis[ing] anything of value to any public official” with the intent to influence their official actions. 18 U.S.C. § 201(b)(1). State statutes in the states in which you operate and are headquartered similar prohibit giving benefits of value to public officials with the intent to influence their official actions. See, e.g., New York Penal Code § 200.03.

⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

unconstitutional and illegal. We urge you to publicly disavow President Trump's interpretation of your agreement.

To help us better understand how you and your law firm view the **Kirkland agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

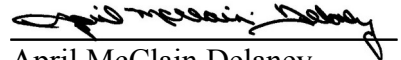
1. Do you believe that President Trump has accurately described the terms of the **Kirkland agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Kirkland** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Kirkland** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Kirkland agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Kirkland** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Kirkland agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Kirkland agreement**, **Kirkland** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Kirkland agreement** and publicly disavow any and all terms that the President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Min", written over a horizontal line.

Dave Min
Member of Congress

A handwritten signature in black ink, appearing to read "April McClain Delaney", written over a horizontal line.

April McClain Delaney
Member of Congress

A handwritten signature in blue ink, appearing to read "Rashida Tlaib", written over a horizontal line.

Rashida Tlaib
Member of Congress

A handwritten signature in black ink, appearing to read "Frank Pallone, Jr.", written over a horizontal line.

Frank Pallone, Jr.
Member of Congress

A handwritten signature in blue ink, appearing to read "Sylvia R. Garcia", written over a horizontal line.

Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Patrick T. Quinn
Managing Partner
Cadwalader, Wickersham & Taft LLP
200 Liberty St.
New York, NY 10281

Re: Further Clarification Requested regarding Cadwalader, Wickersham & Taft's LLP Agreement with the Trump Administration

Dear Mr. Quinn:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the “May 8 Response”), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$100 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump’s promise to refrain from issuing an Executive Order targeting your firm (the “**Cadwalader agreement**”).

Your May 8 Response states that the **Cadwalader agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **Cadwalader agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: “I think part of the way I’ll spend some of the money that we’re getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we’ll be dealing with [in tariff negotiations].”¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to “take all appropriate action to create a mechanism to provide legal resources and indemnification” to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to “include the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been

¹ Melissa Quinn, *Trump Suggests Using Law Firms That Pledged Pro Bono Services to Help U.S. in Tariff Talks*, CBS News, Apr. 10, 2025, available at <https://www.cbsnews.com/news/trump-suggests-using-law-firms-that-pledged-pro-bono-services-to-help-u-s-in-tariff-talks/>

widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$100 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **Cadwalader agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **Cadwalader** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **Cadwalader** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **Cadwalader agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **Cadwalader agreement** are grossly

² Donald J. Trump, *Strengthening and Unleashing America’s Law Enforcement to Pursue Criminals and Protect Innocent Citizens*, Apr. 28, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/04/strengthening-and-unleashing-americas-law-enforcement-to-pursue-criminals-and-protect-innocent-citizens/>

³ See, e.g., Mike Scarcella and Sara Merken, *Trump Executive Order Seeks Law Firms to Defend Police Officers for Free*, Reuters, Apr. 29, 2025.

⁴ Federal anti-bribery law prohibits anyone from “corruptly giv[ing], offer[ing], or promis[ing] anything of value to any public official” with the intent to influence their official actions. 18 U.S.C. § 201(b)(1). State statutes in the states in which you operate and are headquartered similar prohibit giving benefits of value to public officials with the intent to influence their official actions. See, e.g., New York Penal Code § 200.03.

⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

unconstitutional and illegal. We urge you to publicly disavow President Trump's interpretation of your agreement.

To help us better understand how you and your law firm view the **Cadwalader agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

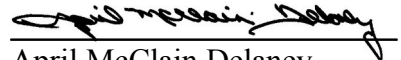
1. Do you believe that President Trump has accurately described the terms of the **Cadwalader agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **Cadwalader** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **Cadwalader** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **Cadwalader agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **Cadwalader** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **Cadwalader agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **Cadwalader agreement**, **Cadwalader** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **Cadwalader agreement** and publicly disavow any and all terms that the President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Min", written over a horizontal line.

Dave Min
Member of Congress

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April McClain Delaney
Member of Congress

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Rashida Tlaib
Member of Congress

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Frank Pallone, Jr.
Member of Congress

A handwritten signature in blue ink, appearing to read "Sylvia R. Garcia", written over a horizontal line.

Sylvia R. Garcia
Member of Congress

Congress of the United States

Washington, DC 20515

July 10, 2025

Mr. Khalid Garousha
Global Senior Partner
Allen Overy Shearman Sterling LLP
599 Lexington Avenue,
New York, NY 10022

Re: Further Clarification Requested regarding Allen Overy Shearman Sterling's LLP Agreement with the Trump Administration

Dear Mr. Garousha:

We, the undersigned Members of Congress, write to seek further clarification regarding your May 8, 2025 response to our April 24, 2025, letter (the “May 8 Response”), regarding the agreement you entered into with President Donald Trump, in which you agreed to commit **\$125 million** dollars in pro bono services to certain specified causes and make changes to certain hiring and personnel policies at your law firm, among other things, in exchange for Trump’s promise to refrain from issuing an Executive Order targeting your firm **and the termination of the Equal Employment Opportunity Commission (EEOC) investigation of your firm** (the “**AO Shearman agreement**”).

Your May 8 Response states that the **AO Shearman agreement** complies with federal and state law and does not raise ethics or professional responsibility concerns, noting that your firm did not commit to any pro bono engagements beyond what you were already performing and stating that your firm retains full control and autonomy over which pro bono clients and causes will be represented. In other words, your May 8 Response appears to be asserting your belief that the **AO Shearman agreement** does not violate anti-bribery and other criminal and civil laws because you did not actually agree to provide anything of value to President Trump. However, statements made by President Trump and members of his administration reflecting their understanding of the terms of your agreement appear to directly contradict your understanding of the agreement.

For example, on April 10, 2025, during a Cabinet meeting, President Trump told reporters: “I think part of the way I’ll spend some of the money that we’re getting from the law firms in terms of their legal time will be—if we can do it, I think we can do it—using these great law firms to represent us with regard to the many, many countries that we’ll be dealing with [in tariff negotiations].”¹ And on April 28, 2025, President Trump issued an executive order directing the Attorney General to “take all appropriate action to create a mechanism to provide legal resources and indemnification” to police officers accused of wrongdoing during the performance of their official duties, and specifically required the Attorney General to “include

¹ Melissa Quinn, *Trump Suggests Using Law Firms That Pledged Pro Bono Services to Help U.S. in Tariff Talks*, CBS News, Apr. 10, 2025, available at <https://www.cbsnews.com/news/trump-suggests-using-law-firms-that-pledged-pro-bono-services-to-help-u-s-in-tariff-talks/>

the use of private-sector pro bono assistance for such law enforcement officers.”² As it has been widely reported, this reference to “private-sector pro bono assistance” appears to specifically be directed to your firm and the other eight law firms that settled with Trump.³

As President Trump has repeatedly and publicly described the terms of the agreements he has made with your law firm (along with the other eight law firms that settled with him), your firm has committed to providing **\$125 million** in free legal services to the causes and clients he chooses. If he is accurately describing the **AO Shearman agreement**, it appears that your firm could be giving the President a large personal gift of services to him in exchange for, or to influence official actions. If the President’s interpretation of your agreement is accurate, it is hard to understand how your firm has not violated a number of federal and state criminal and civil laws, including anti-bribery laws, as described in our April 24, 2025, letter to you.⁴

Alternatively, if you believe that President Trump is not accurately describing the terms of your agreement, your firm has an obligation to clarify that his public statements do not accurately reflect the terms as **AO Shearman** understood them at the time of formation. This obligation is not only important for upholding the rule of law,⁵ but also under general principles of contracts law. As you know, when there is significant ambiguity as to the terms of a contract, courts looking to enforce those terms can either determine that: (1) there was no actual “meeting of the minds” between the parties—meaning that they did not actually come to an agreement and there is therefore no enforceable agreement; or (2) there is an actual agreement and use all available evidence to help interpret the terms at issue—including your law firm’s continued silence in response to President Trump’s clear and repeated description of your agreement as giving him the right to choose the clients and matters that you will represent on his behalf.

Your firm has a clear choice—either (1) make a clear and public statement refuting President Trump’s claims that your firm will represent whatever clients and matters he chooses, which we believe makes a strong case that there is no actual binding contractual agreement between **AO Shearman** and President Trump; or (2) continue to be silent, knowing that this essentially acquiesces to Trump’s interpretation of your **AO Shearman agreement**, and potentially exposes you to significant civil and criminal liability, as well as disciplinary actions from the professional bar associations governing your attorneys and firm. We think the choice to publicly clarify the terms of your agreement would be a prudent path, particularly given the consistent and clear decisions coming from a wide array of federal judges finding that the Executive Orders targeting law firms that presumably prompted the **AO Shearman agreement**

² Donald J. Trump, *Strengthening and Unleashing America’s Law Enforcement to Pursue Criminals and Protect Innocent Citizens*, Apr. 28, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/04/strengthening-and-unleashing-americas-law-enforcement-to-pursue-criminals-and-protect-innocent-citizens/>

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⁵ See *Perkins Coie LLP v. U.S. Department of Justice et al.*, No. 1:2025cv00716-Document 36 (D.D.C. 2025), at note 3 (noting that the firms who chose to settle with the Trump administration raised implications about whether these firms can continue to provide “vigorous and zealous representation... from ethically responsible counsel” given that a “fundamental premise of the rule of law” is that attorneys must be able to oppose the government without fear of reprisal).

are grossly unconstitutional and illegal. We urge you to publicly disavow President Trump's interpretation of your agreement.

To help us better understand how you and your law firm view the **AO Shearman agreement** with President Trump, we kindly ask that you respond to the following questions within 14 business days of receipt of this letter.

1. Do you believe that President Trump has accurately described the terms of the **AO Shearman agreement**? In particular, does President Trump hold the right under this agreement to choose the clients and matters that **AO Shearman** will represent in order to satisfy its pro bono services obligations under this agreement?
2. If President Trump were to demand, as he has publicly suggested he might do, that **AO Shearman** represent the United States government in its trade negotiations with other countries, as a pro bono matter, in order to satisfy your obligations under the **AO Shearman agreement**, would you take up this matter pro bono? Should these types of negotiations not be conducted by a governmental agency with proper authority?
3. If President Trump, or the Department of Justice, were to demand that **AO Shearman** represent police officers accused of misconduct per the directive contained in Trump's Executive Order titled "Strengthening and Unleashing America's Law Enforcement to Pursue Criminals and Protect Innocent Citizens," would you take up this matter pro bono?
4. Is it your view that the **AO Shearman agreement** does not require you to take any new actions or deviate from existing pro bono practices? Why or why not?
5. Is it your view that under the terms of the **AO Shearman agreement**, **AO Shearman** retains full autonomy in selecting its pro bono clients and matters, without any external influence from President Trump? Why or why not?
6. As a follow up to our April 24, 2025, letter to you, please provide your rationale for stating the belief that your settlement with President Trump did not violate any laws. In particular, we would like to know the specific reasons why you think your agreement does not violate the following federal laws: 18 U.S.C. § 201(b)(1); 18 U.S.C. § 1951; 18 U.S.C. §§ 1341, 1343, 1346, and 1349; and 18 U.S.C. § 1962.
7. Similarly, we would like to know the specific reasons why you think your agreement does not violate New York Penal Law § 200.03.

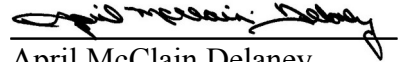
As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We cannot let the Trump Administration continue to undermine the rule of law. We strongly urge you to clarify your understanding of the terms of the **AO Shearman agreement** and publicly disavow any and all terms that the

President and members of his Administration have misinterpreted. We look forward to your response.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'D' followed by a series of loops and a long horizontal stroke.

Dave Min
Member of Congress

A handwritten signature in black ink, featuring a cursive 'A' and 'M' followed by 'Clain Delaney'.

April McClain Delaney
Member of Congress

A handwritten signature in blue ink, written in a cursive style.

Rashida Tlaib
Member of Congress

A handwritten signature in black ink, written in a cursive style.

Frank Pallone, Jr.
Member of Congress

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Sylvia R. Garcia
Member of Congress